

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI

IN RE: CURT CHARLES BUSCHING

CASE NO. 09-03131-EE  
CHAPTER 7

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AGREED ORDER GRANTING JOINT MOTION FOR APPROVAL OF SETTLEMENT

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THIS MATTER came before the Court on the Debtor's and BankPlus' Joint Motion for Approval of Settlement (the "Motion") (Dkt. No. 54 in the above-captioned bankruptcy case - hereinafter, the "Bankruptcy Case") and the related Notice (the "Notice") (Dkt. No. 55 in the Bankruptcy Case) which provided twenty-one (21) days for the filing of any objection(s) to the relief requested in the Motion. The Court, having considered the Motion and the fact that no objections or responses have been filed in connection therewith by the deadline set forth in the Notice, and being fully advised in the premises, finds and orders as follows:

1. On or about March 31, 2010, BankPlus filed a Complaint to Determine Dischargeability of Debts (the "Complaint") against Busching, thereby initiating an adversary proceeding (the "Adversary Proceeding") styled *BankPlus, Inc. v. Curt Charles Busching* and bearing Adversary Proceeding No. 10-00024 on the docket of the Bankruptcy Court.

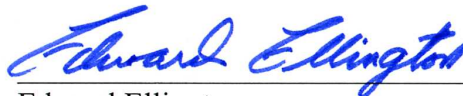
2. The Debtor and BankPlus have negotiated in good faith in an attempt to resolve the disputed claims and subject matter of the Adversary Proceeding amicably, and, as a result of those negotiations, now desire Court approval of the proposed settlement of the Adversary Proceeding, the terms of which settlement are set forth in the Release and Settlement Agreement (the "Agreement") which was attached to the Motion as Exhibit A.

3. Approval of the settlement described in the Agreement is in the best interests of the Debtor, BankPlus, other Creditors, and the bankruptcy estate.

**IT IS, THEREFORE, ORDERED** that the Motion be, and the same hereby is, granted in its entirety, and, as such, the Agreement is hereby specifically approved and the Debtor is hereby granted the authority, *nunc pro tunc* to December 28, 2010, to execute any and all necessary documents, including releases, in order to effectuate and consummate the approved settlement of the Adversary Proceeding.

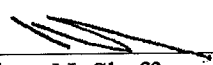
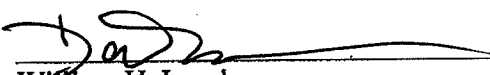
**IT IS, FURTHER, ORDERED**, consistent with the terms of the Letter Agreement which is attached as Exhibit A to the Agreement and also consistent with the terms of the Agreement itself, that J.P. "Jay" Hughes, Jr. and Hughes Brown, PLLC shall be and hereby are directed to distribute the approximately \$50,420.10 of "Escrowed Funds" (as that term is defined in the Agreement) as follows: (i) SIX THOUSAND DOLLARS AND 00/100 (\$6000.00) to the Debtor and his wife, jointly, and (ii) the remainder to BankPlus.

**SO ORDERED.**



Edward Ellington  
United States Bankruptcy Judge  
Dated: February 7, 2011

**AGREED AND APPROVED FOR ENTRY:**

  
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